

ASHBOROUGH EAST

Post Office Box 50876
Summerville, SC 29485-0876



Covenants and Bylaws

Ashborough East Homeowners Association
Dorchester County, South Carolina

Amendment 7
(Amendments 1 through 6 are incorporated.)
Printed: March 3, 2002

**Ashborough East Community Covenants and By Laws
Summerville, South Carolina**

TABLE OF CONTENTS

	Covenants	Page
Article I	Definitions	3
Article II	Property	4
Article III	Membership & Voting Rights	5
Article IV	Maintenance Assessments	6
Article V	Property Rights in Common Properties	8
Article VI	Functions of Association & By Laws	10
Article VII	General Provisions	11
	By Laws	
Article I	Name & Location	21
Article II	Definitions	21
Article III	Membership & Voting Rights	22
Article IV	Association Purposes & Powers	25
Article V	Board of Directors	26
Article VI	Officers	29
Article VII	Finances	30
Article VIII	Maintenance & Improvements	32
Article IX	Insurance	33
Article X	Liability & Indemnification	34
Article XI	Attestations & Certifications	35
Article XII	Amendments	35
Article XIII	Miscellaneous	36
Playground Structures		37
Fences		38
Exhibit B	Setback Requirements	40
Exhibit C	Enclosed Area Dwelling Requirements	41

“Declaration of Covenants and Restrictions for Ashborough East Subdivision, Dorchester County, S. C. and Provisions for the Ashborough East Homeowners Association, Inc. dated September 27, 1979, and recorded in the Office of Clerk of Court for Dorchester County on October 2, 1979, in Book 391, page 210, and amended by instrument recorded in Book 408, page 95, in said Office of the Clerk of Court.” Also recorded, Amendment II, 26 August 1985; Amendment III, 7 October 1992; Amendment IV, 9 February 1996; Amendment V, 22 February 1996; and Amendment VI, August 6, 2001.

*Note: Throughout the original **Covenants and Bylaws**, Westvaco Development Corporation, WDC, and Developer appeared as the authority for many actions. This is no longer the case, the authority for all actions for any activity in the community with respect to the **Covenants and Bylaws** is the Ashborough East Homeowners Association.*

State of South Carolina

-) Declaration of Covenants and Restrictions for
-) Ashborough East Subdivision, Dorchester
-) County, S. C., and Provisions for the County of Dorchester
-) Ashborough East Homeowners Association, Inc.

THIS DECLARATION, made this 27th day of September, 1979, by Westvaco Development Corporation, a South Carolina Corporation, hereinafter referred to as "Developer" and Ashborough East Homeowners Association. Inc., a South Carolina Non-Profit Corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Ashborough East Homeowners Association ("Association") and its Class "A" Members ("Members") are the owners of the real property described in Article II of this Declaration and have created thereon a planned development neighborhood community with residential houses known as Ashborough East; and

WHEREAS, the Association desires to provide a vehicle for the preservation of values in said development and for the maintenance of certain services within said community; and

WHEREAS, the Association has been incorporated under the laws of the State of South Carolina, as a nonprofit corporation, Ashborough East Homeowners Association, Inc., for the purposes of exercising the functions aforesaid which are hereinafter more fully set forth,

NOW THEREFORE, the Association declares that the real property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used, subject among others to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens, hereinafter referred to as the "Covenants", hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- a. "Association" shall mean and refer to Ashborough East Homeowners Association, Inc., a South Carolina Non-Profit Corporation, its successors and assigns.
- b. "Board" shall mean the Board of Directors of the Association.
- c. "Common properties" shall mean or refer to those areas of land with any improvements thereon that may be designated as common properties on plats filed for record in the Office of the Clerk of Court for Dorchester County, South Carolina, or which may be deeded to the Association and designated in said deed as "common properties."
- d. "Developer" shall mean and refer to Westvaco Development Corporation, its successors and assigns, viz., Ashborough East Homeowners Association, Inc..
- e. "Lot" shall mean any lot shown on the Plat in Ashborough East Subdivision and shall include any dwelling thereon when the context requires such construction.
- f. "Member" shall mean and refer to those Owners who are Members of the Association as provided in Article III, Section I hereof.
- g. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but not withstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- h. "Plat" shall mean the plat of Andrew C. Gillette, R. S., dated October 2, 1979, and recorded in the Office of the Clerk of Court for Dorchester County in Plat Book 391 at Page 210, and any Plats of any additional sections of Ashborough East of Record.

ARTICLE II

PROPERTY

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these Covenants, is located in Dorchester County, South Carolina, and is known as Section 1 of Ashborough East Subdivision and is shown on the Plat. The lots shown on the Plat are in the following lettered blocks and are numbered as shown below:

Block	Lots
A	1-24
B	1-9 and 20-52
C	1-13
D	1-10 and 28-36
E	10-15
F	1-12

Section 2. Additions to Existing Property. The Association shall have the right to bring within the plan and operation of this Declaration additional properties which are immediately contiguous and adjacent. The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

a. Every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is subject by the Covenants to assessment by the Association shall be a Class "A" Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Class "A" Member of the Association.

b. Class "B" membership is voluntary and is composed of such owners who pay, in addition to the assessment paid by all Class "A" Members, a special assessment or fee to be used to defray the expenses of all amenities other than the expenses paid by the assessment charged to Class "A" Members. The assessment charged Class "B" Members shall be applied to defray the expenses arising from the maintenance of any special use facility including, but not limited to, a swimming pool, tennis courts, and any community building or function related thereto.

Section 2. Voting Rights. Subject to the provision hereinafter set forth, Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot, all such persons shall be Class "A" Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. When one or more co-owners sign a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in writing to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall not be counted. Class "A" Members shall not be entitled to exercise the vote to which they are entitled until such time that such member occupies the dwelling constructed on the Lot in which the member has an interest..

Voting rights of Class "B" Members shall be coincident with their rights as Class "A" Members; in no event, however, shall any Member have more than one vote for each Lot in which he holds an interest required for membership.

ARTICLE IV

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments.

Each Owner of any Lot within Ashborough East shall by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these Covenants and to pay the Association such sums which shall be payable pursuant to Section 7 hereof and continuing thereafter to defray as to Class "A" Members the estimated costs of maintaining:

- a. Pedestrian/leisure trails
- b. Landscaping within the "green areas" shown on the Plat
- c. Boat and camper storage facility
- d. Maintenance of the security fences along Dorchester Road
- e. Administrative costs such as record keeping, liability insurance premiums and any managerial fees incurred
- f. Children's playgrounds and recreational areas
- g. As to Class "B" Members, the estimated costs of maintaining the amenity package, including any tennis courts, pool and clubhouse and similar amenities
- h. As to both Class "A" and "B" Members, such additional regular or special assessments as shall be determined and set by the Association from time to time.

The regular and special assessments, together with such interest thereon and costs or collection therefor as hereinafter provided, shall be a charge and continuing lien on the land and all the improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost or collection therefor as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-owners of the Lot shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Maximum Assessments. The maximum authorized annual assessment may be increased each year by five (5%) percent thereof or by such

Covenants, Art. IV, Maintenance Assessments

amount as shall be authorized by a majority vote at the annual meeting of the Board of Directors.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the remaining year or years of the then current period fixed as provided in the preceding paragraph.

Section 3. (The contents of this section have been deleted, but the Section number has been retained for continuity.)

Section 4. Annual Assessments Due Dates. The assessment for any year shall be due and payable the first day of January of said year.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period and shall, at that time, prepare a roster of the Lot and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due, or within thirty (30) days following the date due, such assessment shall become delinquent and shall bear a penalty of One percent (1%) of the assessment per month from the date when due plus a \$25.00 late payment charge. The delinquent assessment (together with the penalty and late payment charge thereon, attorney's fee and costs of collection as hereinafter provided) shall become a charge and continuing lien on the land and all improvements thereon, against which each assessment is made. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain the Owner's personal obligation for the statutory period and shall not pass as a personal obligation to any successors in title unless expressly assumed by them.

If the assessment is not paid within sixty (60) days after the due date, the

Covenants, Art. IV, Maintenance Assessments

Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of these Covenants and the rules and regulations of the Association, every Class "A" Member shall have a right and easement of enjoyment in and to the pedestrian/leisure trails shown on the Plats and such easement shall be appurtenant to and shall pass with the title to every Lot. Class "A" Members shall also have the right and easement to store either one boat or one camper per Lot owned by such Class "A" Member in the storage area provided therefor by the Association and maintained by assessments charged to Class "A" Members so long as space is available for said storage of boats and campers. The Association shall not be obligated to provide more space than is currently available for said boat and camper storage, and the space that is made available from time to time shall be offered to Class "A" members only on a "first come, first serve" basis. Class "B" Members shall have a right and easement in the enjoyment of any amenity for which such Member has paid the necessary special assessment or fee set by the Board.

Section 2. Title to Common Properties. The Association holds legal title to the Common Properties subject to these Covenants. A strip of land of varying widths as shown on the Plat through Lots 1-6 of Block C, and an additional strip of varying widths as shown on the Plat east of and adjacent to Lots 4-13 of Block C and Lots 10-15 of Block E constitutes a pedestrian walkway and leisure

Covenants, Art. V, Common Properties

trail and serves other purposes including drainage. The title to such easements and said strip of land and to other strips of land used for similar purposes is held by the Association. The cost of maintaining the Common Properties will be defrayed pursuant to Article IV, section 1 of these Covenants. The use of the common properties will be governed by the Covenants and Bylaws of the Association.

Section 3. Extent of Member's Easements. The right and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said Properties;

b. The right of the Association to take such steps as are reasonably necessary to protect Common Properties against foreclosure;

c. The right of the Association, as provided in its Bylaws to suspend the enjoyment of rights of any Member for any period which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or facilities therein;

e. The right of the Association to dedicate or transfer to any public or private utility, utility easements or any part of the Common Properties; and

f. The right of the Association to give or sell all or any part of the Common Properties including leasehold interest to any public agency, authority or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer and determination as to purpose and conditions shall be authorized by the vote of three-fourths (3/4) of the vote at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Class "A" Member at least thirty (30) days in advance of any action taken. A true copy of such resolution, together with a certificate of the result of the vote taken thereon, shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the

Association and such certificate shall be annexed to any instrument or dedication or transfer affecting the Common Properties, prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

ARTICLE VI

FUNCTIONS OF ASSOCIATION AND BYLAWS

Section 1. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and maintain all the common properties devoted to the following uses:

- a. Children's playgrounds and recreational areas
- b. Pedestrian/leisure trails
- c. Boat and camper storage facility areas and improvements
- d. Entrances and "green areas"

Section 2. The Association has the responsibility for and shall provide the following services:

- a. Clean up and maintenance of pedestrian/leisure trails
- b. Landscaping of entrances and "green areas"
- c. Supervision of all amenities
- d. All services necessary and desired in the judgment of the Board of Directors of the Association to fulfill the Association's obligations and business under the terms of this Declaration and its Bylaws.
- e. The setting up and operation of an Architectural Review Board (ARB) which will exercise the architectural review and approval required under Article VII. In the event approval is not granted to an applicant by the ARB, the applicant may formally appeal this decision to the Board of Directors. Such appeal must be submitted in writing to the Board of Directors by the applicant. The appeal will be reviewed by a majority of the Board of Directors (3 or more) and at least one (1) member of the ARB at their earliest convenience. The applicant may also address the Board at the meeting. The Board members present will vote on the appeal at the meeting, with a majority vote determining final approval or denial.

Section 3. The Bylaws attached hereto as Exhibit A are hereby adopted as the Bylaws of the Association.

ARTICLE VII

GENERAL PROVISIONS

Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any lot other than one single family dwelling, nor more than two and one half stories in height, and any accessory structures customarily incident to the residential use of such lots.

Setbacks and Building Lines. No building shall be located on any Lot nearer to the front lot line than as shown on the table attached hereto as Exhibit B, or nearer to a side lot line than ten (10') feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. The following additional provisions concerning setbacks shall apply.

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It was the Developer's intent that setbacks should be staggered where appropriate to preserve important trees and assure vistas of flora and open areas. The Association reserves the right to select the precise site and location of any structure on each lot and to arrange the same in such manner and for such reasons as the Association shall deem sufficient; provided, however, the Association shall make such determination after considering Owner's recommendations.

b. Swimming Pools. Swimming pools shall not be nearer than ten (10') feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2') feet above the established lot grade.

c. Walls and Fences. Boundary walls may be erected and hedges grown but not higher than three (3') feet from the street right of way to the rear building line. Fences, boundary walls and hedges shall not exceed six (6') feet in height from the rear building line to the rear property line. See explanatory drawings on page 37.

FENCES

1. **Metal Fences** Metal fences or metal infill (chain link, chicken wire, etc.) are not permitted; for wrought iron, see below.

Covenants, Art. VII, General Provisions

2. Fence Material - Wood and brick are permitted. Wrought iron may be used only as decorative or infill trim with brick fences.
3. Fence Pattern - Fence patterns must be compatible with existing adjacent fences in neighborhood.
4. Fence Color - Brick fences must match brick used on house. Wood fences can be left unstained, or painted. If painted, color must be approved by Architectural Review Board.
5. Orientation - Fence orientation on lot is as noted in attached plans. County permit is required to fence over rear County utility easement.

d. **Minor Deviations.** Any deviation from the building line requirements set forth herein, not in excess of ten (10%) percent thereof, shall not be construed to be violation of said building line requirements.

e. **Subdivision of Lots.** No portion of any Lot shall be sold or conveyed except in the case of a vacant lot the same may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein shall apply to such lots as combined. Nothing herein shall be construed to allow any portion of any lot sold or conveyed to be used as a separate building lot.

f. **Corner Lots.** The "front line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. **Porches and Eaves.** For the purpose of determining compliance or non-compliance with the foregoing building line requirements; porches, terraces, stoops, eaves, wingwalls, and steps extending beyond the outside wall of a structure shall be not be considered as a part of the structure. The location of such structures shall be approved by the Association, but in no event shall any structure be closer than five (5') feet from any property line.

h. **Exteriors.** No dwelling shall be modified to have an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said blocks are designed in a manner acceptable to the Association. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

Enclosed dwelling area requirements. No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling be constructed with a minimum square feet of total enclosed dwelling area as shown on the table attached hereto as Exhibit C. The term "enclosed dwelling area" as used in these

Covenants, Art. VII, General Provisions

minimum size requirements does not include garages, terraces, decks, porches and the like areas.

Approval of Plans by the Association. No construction, reconstruction, remodeling, alteration or addition to any structures, building, fence, wall, road, drive, path or improvement of any nature shall be commenced without obtaining the prior written approval of the Association as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of plans and specifications must be submitted to the Association. The Association shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The Association shall be entitled to stop any construction in violation of these restrictions.

Dwelling Building Cost. No dwelling the actual costs of which is less than \$90,000.00 shall be erected on any Lot.

Completion of Construction. Any construction approved by the Association must be completed within six (6) months after the date of approval or any earlier date specified by the Association in its approval, except where such completion is impossible due to strikes, fires, national emergency or natural calamity.

Obstruction of View at Intersection and Delivery Receptacles. (a) The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same. (b) No receptacle of any construction or height for the receipt of newspapers or similar delivered materials (excluding U.S. mail) shall be erected or permitted to remain between the front street line and the applicable minimum building setback line.

Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently.

Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be raised, bred, or maintained on any Lot, except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any structure upon a Lot, provided they are not kept, bred, raised therein for commercial purposes, or in unreasonable quantities. As used in these covenants, "unreasonable quantities" shall be deemed to limit the total number of all dogs, cats and birds to two (2) per Lot. All pets must be under control of a responsible person and

Covenants, Art. VII, General Provisions

obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area.

Sign Boards. No sign boards shall be displayed except "For Rent" and "For Sale", which signs shall not exceed 2 x 3 feet in size. No more than two signs shall be displayed on one lot at the same time. No sign board may be placed on a Lot without the Owner's permission. Commercial sign boards may be placed in the common areas only temporarily, i.e., for less than a day.

Aesthetics, Nature Growth, Screening, Underground Utilities Service. No trees shall be intentionally destroyed and removed, except with Association's prior written approval, without which the Association may require the lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, or storage piles shall be walled in to conceal them from the view of neighboring lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. Plans for all screens, walls and enclosures must be approved by the Association prior to construction.

Antenna. No radio or television transmission towers, satellite dishes larger than 24" in diameter, or other large devices for the transmission or reception of radio, television, or satellite signals or any other form of electromagnetic radiation shall be erected, used, or maintained within the restricted property. Conventional antennas, and satellite dishes less than 24" in diameter, may be erected with the approval of the Board of Directors (BOD) through its designated committee, the Architectural Review Board (ARB), so long as the application for approval indicates that the installation is for the personal use of the owner or resident, and that the device will not be visible from the front of the dwelling. In approving such applications, the BOD and its designated committee, the ARB, shall have the power to require such specific forms of placement and finish of the device as it deems appropriate in order to effectuate the intent of this Section that antennas not be visible from the front of dwellings and in order to render the installation as inoffensive as possible to other owners and residents. Erection of antennas shall not cause electronic interference in adjacent dwellings

Vehicle and Trailer Parking. No trailer, trailer house, recreational vehicle, mobile home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than "vans" or "pickups" of less than one-half ton) or commercial vehicle shall be brought upon or habitually parked overnight on any street or any Lot. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, or trailer house, recreation vehicle or mobile home for short periods preparatory to taking same to some other location

Covenants, Art. VII, General Provisions

for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Association, if any, for the purpose of storage. Such vehicles may be stored on a Lot only if screened from view of surrounding lots and streets in a manner approved by the Association.

Prohibition of Commercial Use or Nuisance. No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any of the land, as shown upon the said Plats. Independent telecommuting that does not involve visits by co-workers, customers, or delivery personnel is allowed. No nuisance shall be permitted or maintained upon any of the land shown upon the said Plats.

Minor agricultural pursuits incidental to residential use of the land, shown upon the said Plats, shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

Changing Elevations. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

Wells. No individual water supply systems shall be permitted except for irrigation, swimming pools or other nondomestic use.

Easements.

(a) An easement on each lot is hereby reserved by the Association along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with the rear or back lot line of each lot, and along, over, under and upon a strip of land five (5') feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plats herein above referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each of the individual subdivision lots. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of the covenant, the Association reserves the right to modify or extinguish the easement, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these

Covenants, Art. VII, General Provisions

restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of the Association, provided however, local service from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consent therefor from the Association.

(b) An easement is reserved along all Lots shown on the Plats bounding on Dorchester Road over a strip of land adjacent to said road right-of-way and within ten (10') feet thereof for the purposes of the construction and maintenance of a security fence. Also, an easement is reserved over the eastern portion of Lots 1-3 of Block C for a pedestrian and leisure easement and Lots 4-6 of Block C as shown on the Plat for a drainage, pedestrian and leisure element.

Disposition of Trash and Other Debris. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a Lot or any other property subject to these Covenants other than in the receptacle customarily used therefore which, except on the scheduled day for trash pick-up, shall be located only in a garage or patio. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for any approved structure. During the course of such approved construction, it shall be the responsibility of each Owner to insure that the construction site is kept free of unsightly accumulation of rubbish and scrap materials, and that the construction site is maintained in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

Maintenance Required By Owner. Each Owner shall keep all lots owned by him and all improvements therein or thereon in good order and repair, including but not by way of limitation, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

Outside Drying and Laundering. No clothing or household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use.

Parking Restrictions and Use of Garages. No automobile shall be parked or left on any street overnight or on any property shown on any plat of Ashborough

Covenants, Art. VII, General Provisions

East Subdivision other than on a driveway or within a garage. Garage doors, if any, shall remain closed at all times excepting when entering or exiting.

Exterior Lighting. Exterior lighting is a modification that must be submitted to the Architectural Review Board for approval prior to the start of work. The Board evaluates applications according to the following guidelines:

1. Type of Light - White or clear incandescent exterior lighting is recommended. Sodium or mercury vapor lighting is discouraged. Architectural Review Board approval is required prior to installation.
2. Floodlights - Spotlights under eaves or spotlights to illuminate front facade are permitted.
3. Driveway - If used, driveway lights must be compatible with exterior fixtures on house, and must be mounted on brick piers at driveway entrance.
4. Front Sidewalk - If used, walk lights must border front sidewalk, and must not be randomly placed in front yard or front garden.
5. Pole Lights - If used, free-standing pole lights must be compatible with exterior fixtures on house or house style, and may be incandescent or gas. Maximum number of pole lights per lot is two.
6. Bug Lights - Ultra-violet bug lights are not permitted in front yards. The use of yellow incandescent front yard exterior lighting is allowed, but discouraged, especially during non-insect seasons.
7. Colored Lights - Colored lights or lenses are not permitted with the exception of the Christmas/New Year holiday period.
8. Attachment - Light fixtures must not be attached to trees or other plant materials.
9. Reflectors - The use of reflectors is not permitted.

Play Structures. (An explanatory drawing, Play Structures, is shown on page 36.) Applications to the Architectural Review Board for exterior play structures should include:

1. Plot Plan - Play structures are permitted only in rear yards. Distance from rear and side lot lines to structure should be a minimum of ten feet (10'-0"), and distances should be indicated on plot plan.

Covenants, Art. VII, General Provisions

2. Plan View (with dimensions) - Maximum size (LxW), including overhangs for swings, slides, etc., is fifteen by fifteen feet (15' x 15' ; 225 sq ft). Smaller sizes are encouraged.

3. Elevation View (with dimensions) - Maximum height (H), from grade to top of structure (highest point of structure) is twelve feet (12'-0"). Lower heights are encouraged.

4. Building Materials and Color - Predominant material should be wood, and color should blend with natural environment through the use of a matte finish wood stain or by allowing the structure to weather.

Documents. All papers and instruments required to be filed with or submitted to the Association shall be sent by Registered Mail to Ashborough East Homeowners Association, Inc., or its agent, at Post Office Box 50876, Summerville, South Carolina, 29485-0876.

Applicability. The foregoing restriction, conditions, and covenants are applicable to the lots as shown on the Plats herein above referred to, and may be made applicable to additional properties pursuant to Article II, Section 2 hereof.

Violation. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation.

Amendments. The Association expressly reserves the right to amend this Declaration or any portion thereof. The procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the day of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the

Covenants, Art. VII, General Provisions

total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment and the total number of votes cast against the amendment. Such Addendum shall be recorded in the Office of the Register of Mesne Conveyances for Dorchester County.

WITNESSETH:

WHEREAS, on or about the 27th day of September 1979, Westvaco Development Corporation (herein "WDC") executed a certain Declaration of Covenants and Restrictions for Ashborough East Subdivision, Dorchester County, S.C., and Provisions for the Ashborough East Homeowners' Association, Inc. and recorded on October 2, 1979, in Book 391, page 210, in the Office of the Clerk of Court for Dorchester County, South Carolina, (herein referred to as the "Covenants") and amended the same by instrument recorded in Book 408, page 95, in the said Office of the Clerk of Court; and again amended the same by instrument recorded on August 26, 1985, in Book 544, pages 395 through 398 inclusive, in the said Office of the Clerk of Court; and the Association amended the same by instrument recorded on October 7, 1992, in Book 1050, pages 021 through 026 inclusive, in the Office of the Register of Mesne Conveyances for Dorchester County; and again amended the same by instrument recorded on February 9, 1996, in Book 1558, pages 049 through 051 inclusive, in the said Office of the Register of Mesne Conveyances; and again amended the same by instrument recorded on February 22, 1996, in Book 1562, pages 228 through 230 inclusive, in the said Office of the Register of Mesne Conveyances; and again amended the same by instrument recorded on August 6, 2001, in Book 2785, pages 015 through 017 inclusive, in the said Office of the Register of Mesne Conveyances; and

WHEREAS, the Association reserved the right to amend the Covenants pursuant to the provisions of Article VII thereof and reserved the right to amend the Bylaws pursuant to the provisions of Article XII thereof; and

WHEREAS, the Association is desirous of amending portions of the said Covenants and Bylaws as more particularly set forth hereinafter; and

WHEREAS, the Association at its annual meeting on December 13, 2001, having given notice of this meeting by mail (individual notices were delivered to the post office on November 10, 2001) met and approved the amendment. The effective date of this amendment was set as February 14, 2002. The total number of votes of members of the Association was 372. The total number of votes required to constitute a quorum at this meeting was 190. The total number of votes necessary to adopt the amendment was 187. The total number of votes

Covenants, Art. VII, General Provisions

cast in favor of the amendment was 371. The total number of votes cast against the amendment was 1.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, receipt of which is acknowledged, the Association hereby amends the Covenants and Bylaws as follows: Amendment 7 to the AEHA Covenants and Bylaws incorporates the original Covenants and Bylaws along with the six amendments that have previously been approved into a straightforward document by putting everything into order from beginning to end. Amendment 7 also updates the document by deleting references to the developer, Westvaco Development Corporation, which no longer has any authority in this Association.

IN WITNESS WHEREOF, The Ashborough East Homeowners Association, Inc., has caused these presents to be executed by William Hayne, its President and Johnnie Emond, its Vice President, its officers thereunto duly authorized this the 14th day of March, 2002.

Signed, sealed, and delivered in the presence of:

Anthony Oglietti

By: _____
William Hayne, President

William Sessoms

By: _____
Johnnie Emond, Vice President

**EXHIBIT A
BYLAWS OF
ASHBOROUGH EAST HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Ashborough East Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Ashborough East, but meetings of Members and Directors may be held at such places within the State of South Carolina, County of Dorchester, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The following words and terms, when used in these Bylaws or any supplemental set of bylaws (unless the context shall clearly indicate otherwise), shall have the following meanings:

- a. "Association" shall mean and refer to Ashborough East Homeowners Association, Inc., a South Carolina Non-Profit Corporation, its successors and assigns.
- b. "Board" shall mean the Board of Directors of the Association.
- c. "Common properties" shall mean or refer to those areas of land with any improvements thereon that may be designated as common properties on plats filed for record in the Office of the Clerk of Court for Dorchester County, South Carolina, or which may be deeded to the Association and designated in said deed as "common properties".
- d. "Developer" shall mean and refer to Westvaco Development Corporation, its successors and assigns, viz., Ashborough East Homeowners Association.
- e. "Lot" shall mean any lot shown on the Plat in Ashborough East Subdivision and shall include any dwelling thereon when the context requires such construction.
- f. "Owner" shall mean and refer to the record owner, whether one or more

Bylaws, Art. III, Membership & Voting

persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

g. "Member" means and refers to those Owners who are Members of the Association as provided in Section I of Article III of the Covenants.

h. "Covenants" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in the real estate records in the Office of the Clerk of Court of Dorchester County, South Carolina.

i. "Properties" shall mean and refer to the existing property described in Article II of the Declaration of Covenants and Restrictions and such additions thereto as are subjected to the Declaration or any supplemental declaration under the provisions of Article II thereof.

j. "Plat" shall mean the plat of Andrew C. Gillette, R. S., dated September, 1979, and recorded in the Office of the Clerk of Court for Dorchester County in Plat Book 391 at Page 210, and any Plats of any additional sections of Ashborough East of record.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in the Association and voting rights shall be as set forth in Article III of the Covenants.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner and becomes a lien upon the property against which such assessments are made as provided by Article IV of the Covenants. The Association is also authorized to levy fines against individual owner(s) for violation(s) of the Covenants.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments under Article IV, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored.

Bylaws, Art. III, Membership & Voting

Section 4. Quorum. The presence at the meeting of Members, or of proxies, entitled to cast fifty-one percent of the total vote of the Membership shall constitute a quorum for the transaction of business at meetings of the Association. Unless otherwise provided herein, a majority of the votes cast at such meeting shall be the vote required to adopt decisions. Any absent Member who does not execute and return the proxy form sent to him in the mailing referred to in Section 5 of this Article shall be deemed to be present for the purposes of determining the presence of a quorum.

Section 5. Voting. Members shall be entitled to one vote for each Lot, and the vote required to adopt decisions shall be as set out in Section 4 above. Votes can be cast only at meetings of the Association convened in accordance with the Bylaws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer, a partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent Member to execute and return the proxy form sent to him in the mailing referred to in Section 6 of this Article shall constitute a proxy to and for the majority present and voting. When a Member consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Member unless another of such persons objects and in case of disagreement among co-owners as to the vote, the vote which such co-owners may be entitled to cast may not be cast. All votes appurtenant to a single Lot must be cast together and may not be split.

Section 6. Proxies. Any member may by written proxy designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Secretary of the Association. If at least thirty days prior to a duly called meeting a Member is informed by mail of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, and the Member neither attends the meeting nor returns his executed proxy, then such Member shall be deemed to have given his proxy to and for the majority present and voting.

Section 7. Consents. Any action which may be taken by a vote of the Members may also be taken by written consent to such action signed by all Members.

Section 8. (The contents of this section have been deleted but the section number is retained for continuity.)

Section 9. Annual Meetings. The annual meeting of the Association shall be held on a date determined by the Board. Any business which is appropriate for action of the Members may be transacted at an annual meeting, for example:

- a. approval of a budget for the fiscal year,
- b. the election of members of the Board of Directors to fill expired or vacant positions in accordance with Article V of these Bylaws.

Section 10. Special Meetings. Special meetings of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members waive notice of any additional business.

Section 11. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every Member not fewer than ten nor more than thirty days in advance of the meeting; provided however, that notice may also be given as described in Section 5 of this Article. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a Member who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a Member who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following the meeting, in which case the action objected to shall be void.

Section 12. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may in writing waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the Member of notice of the time, date and place of meeting unless the Member objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 13. Place of Meeting. All meetings of the Association shall be held at such convenient place as the Board of Directors may direct.

Section 14. Adjournment. Any meeting of the Association may be adjourned from time to time for periods not exceeding forty-eight hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session and no additional notice of adjourned sessions shall be required.

Section 15. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a. roll call,
- b. proof of proper notice of the meeting or waiver of notice,
- c. reading of the minutes of the proceeding meeting,
- d. report of the Board of Directors,
- e. reports of officers,
- f. reports of committees,
- g. election of Directors (when required),
- h. unfinished business and
- i. new business.

Section 16. Minutes of Meeting. The Secretary of the Association shall prepare and keep or cause to be prepared and kept, accurate minutes of every meeting of the Association. The minutes shall be made available for examination and copying by any Member at any reasonable time.

ARTICLE IV

ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized to provide a vehicle to assure, through assessments, that the Properties known as "Ashborough East Subdivision" shall be maintained in an attractive, sightly condition and to provide certain other benefits for its Members as set forth in Article VI of the Covenants. In order to maintain and assure the attractiveness of the Ashborough East Subdivision which directly affects the property valuations therein, fine(s) shall be imposed upon a property owner for failure to correct Covenant violation(s) after being notified in writing by the Board of Directors of the Association. The notice shall be signed by the President or Vice President of the Association and will include a specific date by which the violation(s) is/are to be corrected.

Section 2. Additions to Properties and Membership. Additions to the Properties shown on the Plat may be made as provided in the Covenants. Such

additions, when properly made under the applicable Covenants, shall extend the jurisdiction, functions, duties and membership of the corporation to such Properties.

ARTICLE V

BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Form of Administration. The Association shall act by and through its Board of Directors.

Section 2. Authorities and Duties. The Board of Directors shall provide for the following:

- a. the maintenance, repair and replacement of the common properties and the designation and dismissal of the personnel necessary to accomplish the same;
- b. the collection of assessments from the Members. The Board of Directors is also authorized to collect individual fines. Fines are to be paid to the Treasurer of the Association. The Treasurer will promptly notify the Board of any delinquent payments so that appropriate action may be taken in accordance with Article VII Section 6 and Article VII Section 8;
- c. the procuring and keeping in force of insurance on the common properties, and the adjustment (including the execution and delivery of releases upon payment) of claims against such policies as are obtained;
- d. the enactment of reasonable regulations governing the operation and use of the common properties, including any necessary "house rules." It shall not be necessary to record regulations newly adopted or the amendment or repeal of existing regulations, but no Member shall be bound by any newly adopted regulation or any amendment or repeal of an existing regulation until a copy of the regulation has been delivered to him;
- e. the enforcement of the terms of the Covenants, these Bylaws, and any regulations promulgated pursuant to the Bylaws; and
- f. the administration of the Association on behalf and for the benefit of all Members.

Section 3. Qualification. Only an individual who is a Member or who together with another person or persons is a Member, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a

Bylaws, Art. V, Board of Directors

trustee of a trust, or a managing agent of any other legal entity which is a Member or which together with another person or persons is a Member, may be elected and serve or continue to serve as a Director of the Association. The number of Directors provided at any one time by a Member which is an organization or which consists of more than one individual shall not exceed the number of lots owned by such Member.

Section 4. Election and Term. At the first annual meeting, the Members elected five Directors, three for a term of two years and two for a term of one year. The Board shall consist of five Directors. At each subsequent annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire at the meeting. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office.

Section 5. Removal. A Director may be removed from office with or without cause by the vote of the Members.

Section 6. Vacancies. Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors, and the new Director shall serve for the unexpired term of his predecessor. Any vacancy that remains unfilled at the time of an annual meeting shall be filled by a vote of the Members.

Section 7. Voting. Each Director shall have one vote on all matters acted upon by the Board of Directors. The affirmative vote of three Directors shall be sufficient for any action unless otherwise specified in these Bylaws.

Section 8. Quorum. Three Directors shall constitute a quorum for the transaction of business.

Section 9. Consents. Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

Section 10. Annual Meetings. An annual meeting of the Board of Directors shall be held during each fiscal year within thirty days preceding the annual meeting of the Association. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

Section 11. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, dates and places as the Board of Directors may

Bylaws, Art. V, Board of Directors

determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at a regular meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 13. Notice of Meetings. Written notice of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at the meeting unless (1) a Director who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up, or (2) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following the meeting, in which case the action objected to shall be void.

Section 14. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors either before or after the meeting. Attendance at a meeting by a Director shall be deemed a waiver by the Director of notice of the time, date, and place of the meeting unless such Director objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 15. Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Directors consent.

Section 16. Minutes of Meeting. The Secretary of the Association shall prepare and keep or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of the minutes shall be distributed to each Member of the Board of Directors within thirty days following each meeting, and all minutes shall be made available for examination and copying by any Member at any reasonable time.

Section 17. Compensation. The Directors may receive such compensation as the Association may determine and shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE VI

OFFICERS OF THE ASSOCIATION

Section 1. Designation. The Association shall have a President, a Vice President, a Secretary and a Treasurer. The Association may also have one or more assistants to any of such officers as may be necessary from time to time. The offices of Secretary and Treasurer may be filled by the same individual and the combined office referred to as Secretary-Treasurer. The officers shall have the authority, powers, duties, responsibilities provided by these Bylaws, or, to the extent not so provided, by the Board of Directors.

Section 2. Qualifications. Only Directors may be elected and serve as officers.

Section 3. Election and Term. Officers of the Association shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. Any officer may be re-elected to any number of terms.

Section 4. Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors.

Section 5. President. The President shall be the chief executive officer of Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to the power to appoint committees from among the Members from time to time as deemed appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 7. Secretary. The Secretary shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Members and of the Board

of Directors, and shall have charge of such other books and papers as the Board of Directors may direct.

Section 8. Treasurer. The Treasurer shall have custody of and responsibility for Association funds and securities and shall keep the financial records and books of account belonging to the Association.

Section 9. Compensation. The officers may receive such compensation as the Association may determine and shall be entitled to reimbursement by the Association for expense incurred in the conduct of their duties.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year of the Association shall be as determined by the Association.

Section 2. Budget. The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Members at their annual meeting a proposed budget for the Association for the fiscal year. The proposed budget shall set forth with particularity the anticipated common expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of common expenses and contingencies.

Section 3. Approval of Budget. The proposed budget, as it may be amended upon motion by any Member, shall be submitted to a vote of the Members and when approved shall become the budget (Budget) of the Association for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Members.

Section 4. Annual Assessments. The funds required by the Budget shall be collected from the Members in annual assessments (Annual Assessments) and the Annual Assessments shall be payable as and when determined by the Association.

Section 5. Special Assessments. The funds required from time to time to pay any common expenses which are not covered by the Budget but which are approved by the Members shall be collected from all the Members by the Board of Directors in such installments (Special Assessment) as the Members shall determine.

Section 6a. Individual Assessments. Any payments to the Association which one or more, but fewer than all, of the Members shall be obligated to make pursuant to the terms of the Covenants or these Bylaws shall be due upon demand and shall be collected by the Board of Directors as individual assessments (Individual Assessments).

Section 6b. Individual Fines. Upon receipt of written notice from the Board of Directors, the Member who is in violation of the Covenants will have a specified date to correct the violation without a fine being imposed (usually ten (10) calendar days). This date will be included in the notification from the Board. If the violation(s) is/are not corrected by this date, the Board may impose a fine as follows: For violations easily remedied, such as improperly parked vehicles, boats, trailers, or recreational vehicles; unscreened trash containers or heating/air conditioning units; or unsightly yard maintenance, the fine for non-compliance will be cumulative at the rate of \$20.00 per day. For hard to remedy violations, such as improper construction of fences or driveways; removal of trees/nature growth; or modifications to homes, any of which were not properly approved by the Architectural Review Board, Members may be fined from \$250.00 to \$5,000.00 at the discretion of the Board of Directors. If after a period of fifteen (15) calendar days from the start of the fine, violation(s) remain uncorrected, the Board of Directors can take appropriate legal action. At the end of legal action, if the Member still refuses to correct the violation, the entire process may be repeated. As in the case of assessments, the Board of Directors may extend the period before fines are imposed, if the Member who is in violation makes a timely appeal to the Board before the stipulated completion date. If the violation is determined not to be the fault of the property owner due to previous owner's violation of Covenants, it will be at the Board's discretion to arrive at a remedy. It is the responsibility of the Member whose property is in violation of the Covenants to provide proof that prior Boards of Directors permitted waivers. All money raised through fines becomes part of the general treasury for application toward common expenses.

Section 7. Collections. Members shall be personally liable for assessments and fines and shall pay them when due. The Board of Directors shall take prompt action to collect by suit, foreclosure, or other lawful method any overdue assessment or fine. If any overdue assessment or fine is collected by an attorney or by action of law, the Member owing the same shall also be required to pay all reasonable costs of collection, including attorney's fees and court costs.

Section 8. Penalty. An assessment not paid within thirty days following the date when due shall bear a penalty of twenty-five dollars plus one percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. The Board of Directors

may in its discretion waive all or any portion of a penalty or interest imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Member. Fines not paid within thirty (30) calendar days shall bear a penalty of \$25.00 plus one percent (1%) of the fine per month from the date when due, or as determined by a court in which case the court's order will prevail.

Section 9. Accounts. The Board of Directors shall maintain on behalf of the Association a checking account with a state- or federally-chartered bank having an office in the county where the Properties are situated. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account with a state- or federally-chartered bank, savings and loan association, or building and loan association. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than \$100 (one hundred dollars) for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Member at any reasonable time.

Section 10. Payments. The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of fifty dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the President and the Treasurer or by any two officers of the Association designated by the Board of Directors.

Section 11. Bonding. The Board of Directors shall procure a fidelity bond in an amount of not less than ten thousand dollars covering every individual authorized to withdraw funds from any checking or savings account maintained by the Association. The cost of the bond shall be a common expense.

ARTICLE VIII

MAINTENANCE AND IMPROVEMENTS

Section 1. Maintenance by Board. The Board shall provide for the maintenance, repair and replacement of the common properties.

Section 2. Expenses. The expenses of all maintenance, repair and replacement provided by the Board shall be common expenses, except that when such

Bylaws, Art. VIII, Maintenance & Improvements

expenses result from the willful act, neglect or abuse of a Member, such expense shall be charged and paid by such Member as an Individual Assessment. The common expenses shall be charged to all Class "A" or Class "B" Members as appropriate under the Covenants.

Section 3. Improvements. The Board of Directors shall provide for the making of any improvements, if any be approved from time to time by the Members, the cost of which shall be a common expense.

ARTICLE IX

INSURANCE

Section 1. Insureds. Insurance policies upon the common properties covering the items described below, shall be purchased by the Board of the Association for the benefit of the Association, and the Members and any mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance. Such policies and endorsements shall be deposited with and held by the Secretary of the Board.

Section 2. Coverage. Insurance shall cover the following when available:

- a. the replacement value of all common elements. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and against such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the Properties,
- b. public liability in such amounts and with such coverage as shall be determined by the Board of Directors.
- c. workmen's compensation (if required), and
- d. such other insurance as the Board of Directors may from time to time determine to be desirable.

Section 3. Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Association as a common expense, but charged to Class "A" or Class "B" Members as appropriate under the Covenants.

Section 4. Proceeds. The proceeds received by the Association from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in

administering such proceeds, the net proceeds shall be used to repair the damages for which claim was made under file policy.

ARTICLE X

LIABILITY AND INDEMNIFICATION

Section 1. Liability of the Association. A Member shall not be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

Ashborough East Homeowners Association, Inc., is a nonprofit Corporation established pursuant to the laws of the State of South Carolina. No member thereof shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by the Members.

Section 2. Liability of Directors and Officers. No Director or Officer of the Association shall be liable to any Member for any decision, action, or omission made or performed by such Director or Officer in the course of his duties unless such Director or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Covenants of these Bylaws.

Section 3. Indemnification of Directors and Officers. The Association shall indemnify and defend each Director and officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as a Director or an officer of the Association if all of the following conditions are satisfied:

- a. such Director or officer is not required to bear such liability by the terms of the Covenants, the laws of South Carolina or these Bylaws;
- b. such Director or officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same, and
- c. such Director or officer cooperates with the Association in defending against the claim.

The expense of indemnifying a Director or an officer shall be a common expense and shall be borne by all the Members, including such Director or officer.

ARTICLE XI

ATTESTATIONS AND CERTIFICATIONS

Section 1. Attestations of Documents. The presence of the signature of the Secretary or an Assistant Secretary of the Association on any contract, conveyance, or any other document executed on behalf of the Association by another officer of the Association shall attest:

- a. that the officer of the Association executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute the document on behalf of the Association, and that the signature of the officer subscribed on the document is genuine, and
- b. that the execution of the document on behalf of the Association has been duly authorized.

Section 2. Certification of Documents. When any document relating to the Properties or the Association is certified as authentic by the Secretary or an Assistant Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.

Section 3. Certification of Actions and Facts. When there is executed by the Secretary or an Assistant Secretary a written statement setting forth (1) actions taken by the Association or by the Board of Directors, or (2) facts relating to the Properties or the Association as determined by the Board of Directors, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended or repealed and new Bylaws adopted at a regular or special meeting of the Members, by a majority of the vote present at a duly called meeting being cast in favor of such amendment, and provided that any matter stated herein to be or which is in fact governed by the Covenants, may not be amended except as provided in the Covenants.

ARTICLE XIII

MISCELLANEOUS

Section 1. Record of Ownership. Any person who acquires title to a Lot (unless merely as security for a debt) shall promptly inform the Board of Directors of his identity and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names of all Members and of the dates upon which they acquired title to their Lots.

Section 2. Notices. Any notices or documents placed in the mail receptacle or affixed to the front door of the dwelling on any Lot by or at the direction of the Board of Directors shall be deemed delivered to the member of such Lot unless he has previously specified to the Board of Directors in writing another address for delivery of notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Member shall be deemed delivered to the Board of Directors.

Section 3. Waiver. No provision of the Bylaws or regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 4. Conflicts. In the event of any conflict between the Bylaws and the Covenants, the Covenants shall control, as appropriate. In the event of a conflict between the Bylaws and the regulations, the Bylaws shall control.

Section 5. Severability. The provisions of the Bylaws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

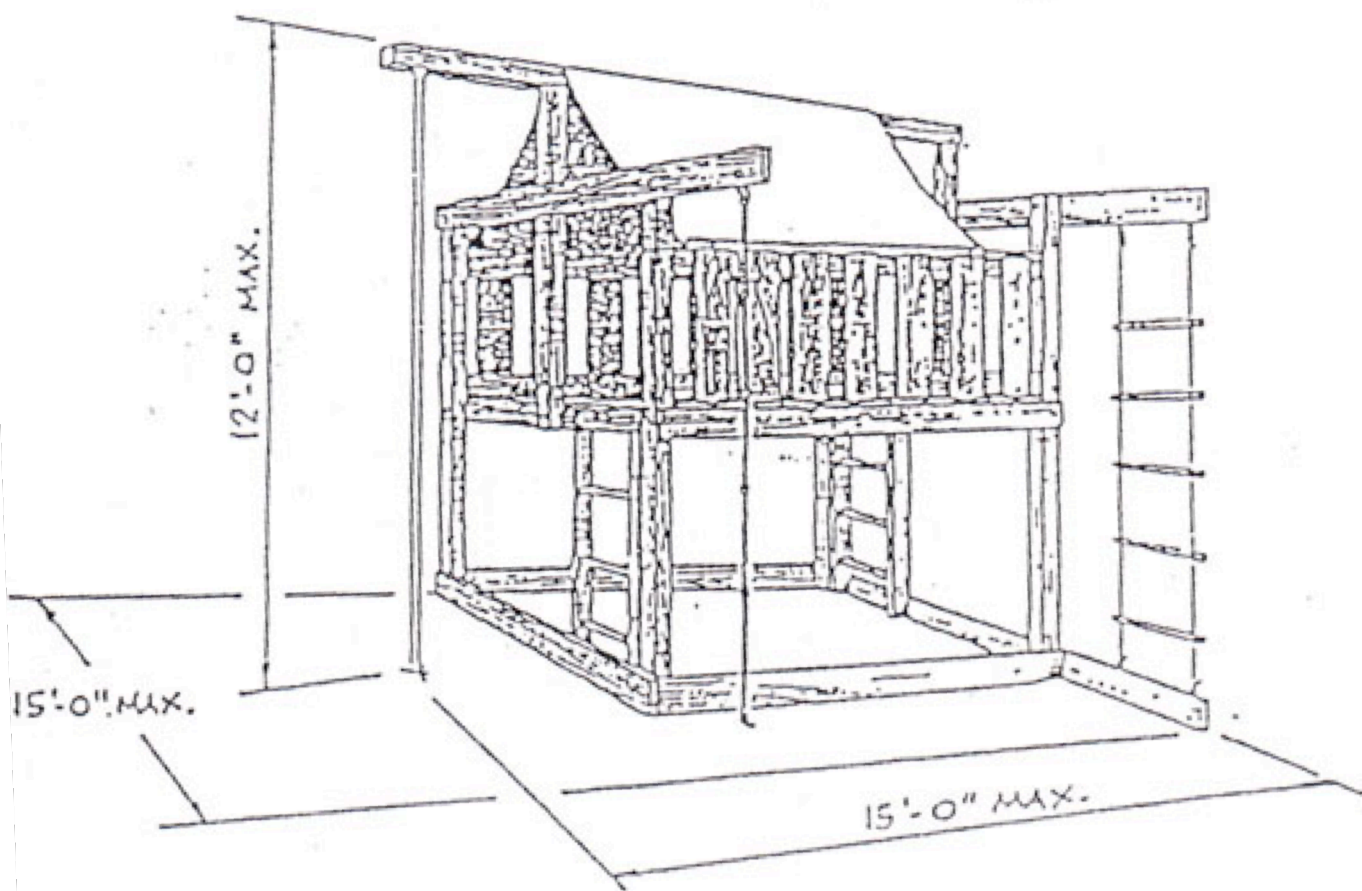
Section 6. Captions. Captions are inserted only as a matter of convenience and for reference and no way define, limit or describe the scope of the Bylaws or the intent of any provision.

Section 7. Gender and Number. All pronouns shall be deemed to include the masculine, the feminine and the neuter, and the singular shall include the plural and vice versa whenever the context requires or permits.

Section 8. Rules of Order. All meetings of the membership and of the Board of Directors shall be conducted in accordance with Roberts Rules of Order Revised.

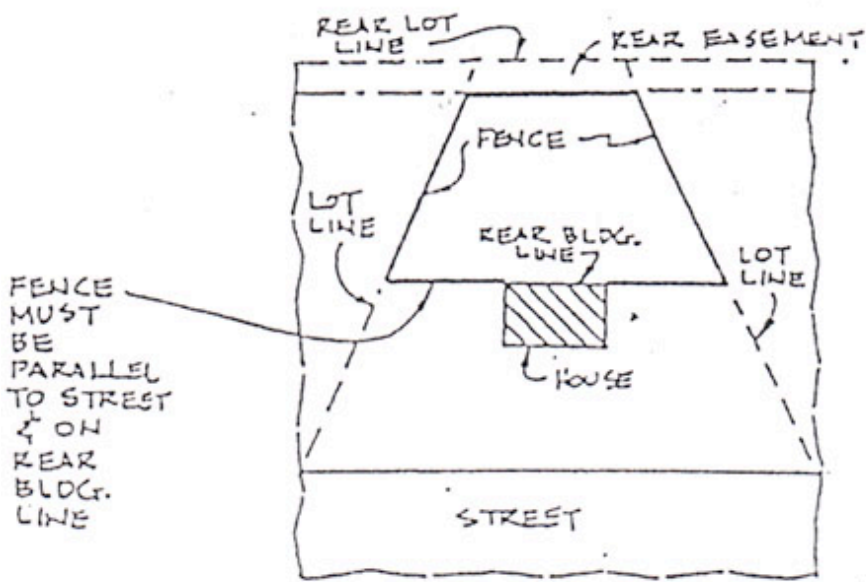
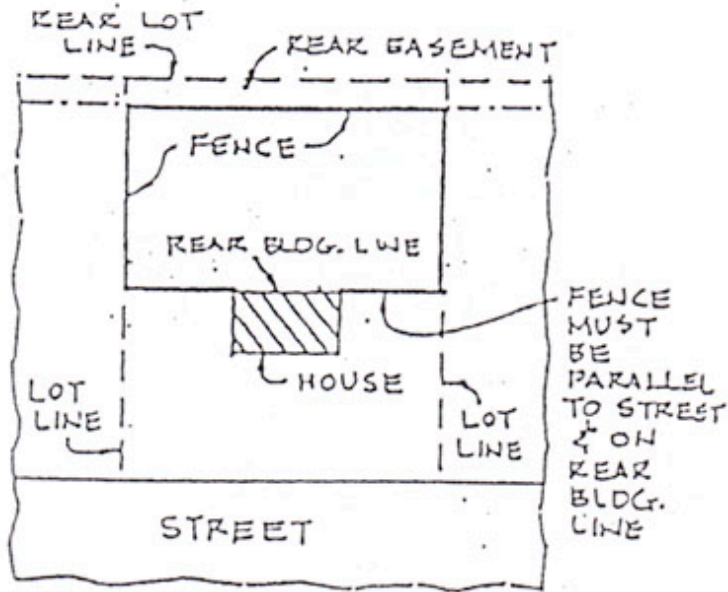
PLAYGROUND STRUCTURES

PLAYGROUND STRUCTURES



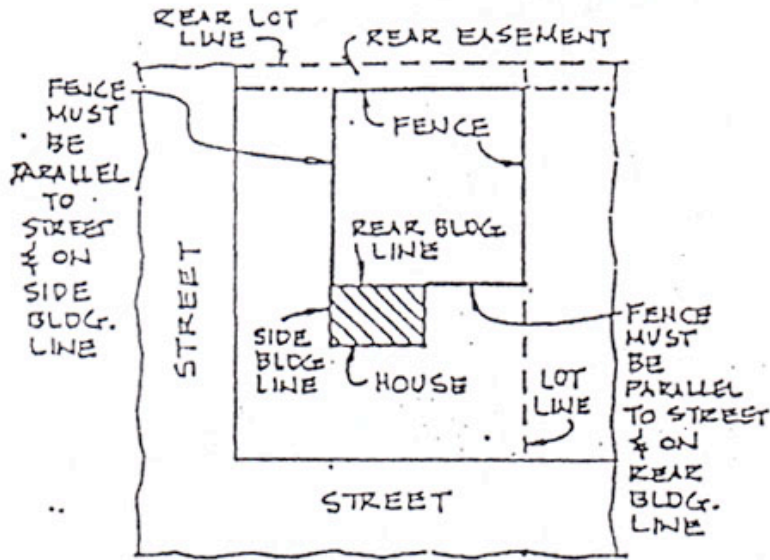
FENCES

FENCES

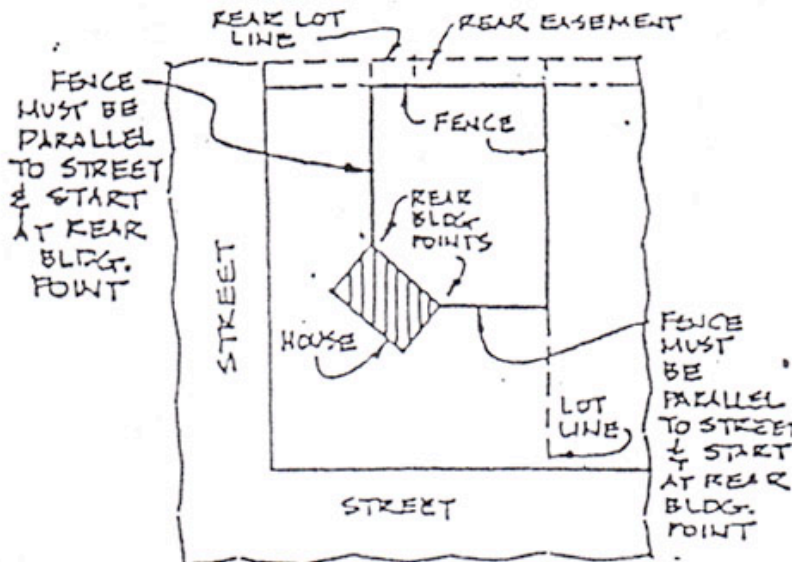


FENCES (continued)

FENCES (continued)



CORNER LOT - FRONT OF HOUSE PARALLEL TO STREET



CORNER LOT - FRONT OF HOUSE ANGLED TO STREET
 (NOTE: FENCE LINES MAY VARY ACCORDING TO POSITION OF ADJACENT HOUSES PER A.R.B. DETERMINATION)

**EXHIBIT B
BUILDING SETBACK REQUIREMENTS OF
ASHBOROUGH EAST**

Setback	Lots	Block
Setback of 25 feet	Lots 29, 30, 33, and 44	B
	Lot 1	D
	Lots 1 and 10	F
Setback of 35 feet	Lots 6 through 17	A
	Lots 1 through 9, 20 through 23, 28, 31, 32, 35 through 37, 40, 43, 45, 46, 47, 49 through 52	B
	Lots 2, 7 through 10, 28 through 32 and 36	D
	Lots 2, 4 through 9, 11 and 12	F
Setback of 40 feet	Lots 18 through 23	A
	Lots 24, 35, 38, 39, 41, 42 and 48	B
	Lots 3 through 6, 33 and 35	D
	Lots 10 through 15	E
Setback of 45 feet	Lot 24	A
	Lots 25 through 27	B
	Lots 7 and 13	C
	Lot 34	D
	Lot 3	F
Setback of 55 feet	Lots 1 through 5	A
	Lots 1 through 6	C

EXHIBIT C

**ENCLOSED AREA DWELLING REQUIREMENTS
OF ASHBOROUGH EAST**

Minimum Area	Lots	Block
1800 square feet	Lots 20 through 32	B
	Lots 2 through 10, and 28 through 30	D
	Lots 1 through 12	F
2000 square feet	Lots 19 through 24	A
	Lots 9 and 33 through 52	B
	Lots 9 through 13	C
	Lots 1 and 31 through 36	D
	Lots 10 through 15	E
2200 square feet	Lots 1 through 18	A
	Lots 1 through 8	B
	Lots 1 through 8	C

This is Amendment 7 to the AEHA Covenants and Bylaws. It incorporates the original Covenants and Bylaws and the six previously approved amendments into a straightforward document by putting everything into order from beginning to end. Amendment 7 also updates the document by deleting references to the developer, Westvaco Development Corporation, which no longer has any authority in this Association.